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United States Industry Coalition, Inc.

**USIC URGENT REQUEST FOR INFORMATION:
Company specific business objectives to be used by the U.S. Industry Coalition to
identify new business opportunities for USIC members**

The United States Industry Coalition is actively engaged in a variety of activities to increase business opportunities and services to members. Highlights include:

- Projects with variety of government agencies in technology areas of medicine, environment, energy, nanotechnology and security.
- Attendance at professional conferences where we display member technologies to scientists and companies in a range of technology areas.
- Recent change of USIC by-laws, allowing us to accept non-GIPP and foreign members which broadens our technology base and enhances opportunities to develop teaming agreements, joint ventures and other partnership arrangements with other USIC members.

All these pursuits uncover marketing, program and procurement prospects for our members who represent key technologies across a broad spectrum of industries poised to make significant contributions to our economy. To successfully match these emerging opportunities with USIC member's needs and offerings, and to effectively focus our work to address member business priorities, it is important that we gain a clear understanding of our members' strategic objectives and product offerings.

We are asking USIC members to share with us, on a proprietary and confidential basis, their top five to ten priorities, so that we can be alert to opportunities for your company. Please take a few minutes to complete the attached questionnaire so we can identify procurement opportunities and programs that meet your needs. Company confidentiality will be strictly observed.

Regardless of your company's market niche(s), USIC wants to help you identify opportunities that your company can capitalize on to grow your business. Names and identities will be preserved and held in confidence. When opportunities are identified, companies with obvious interests will be contacted. However, in accordance with our fairness of opportunity policy, all opportunities will be broadcast to our members via e-mail and placed in the Members Only section of our Website for all to see. Be alert for communications from USIC in this regard.

Thank you again for taking the enclosed survey. Please return the survey and the Non-Disclosure/Non-Circumvent Agreement to USIC in the enclosed stamped envelope. If you prefer, you may PDF the signed documents and e-mail to John Peel, Executive Vice President at: jpeel@usic.net . It is most helpful if surveys are returned by October 20, 2009.



Individual USIC Member Company Top 10 Priority Products and/or Services Objectives for 2010

The following information will be treated as Proprietary and Company Confidential in accordance with the attached Non Disclosure/ Non Circumvent Agreement. Please fill out this questionnaire and the enclosed non-disclosure agreement and return to us in the enclosed envelope by October 20, 2009.

Company Name: _____

Name of Person Reporting: _____

E-mail Address: _____ Phone #: _____

Top 10 Priority Products and/or Services

1. _____

6. _____

2. _____

7. _____

3. _____

8. _____

4. _____

9. _____

5. _____

10. _____

Company Size:

Employees

Revenues (annual)

1-100

<\$100,000

101-500

\$101,000-\$500,000

501-1000

\$501,000-\$1,000,000

1000-9,999

1,000,000- \$12,000,000

>\$12,000,000

Seeking Programmatic opportunities to sell:

Hardware Services Both

Description of opportunity(s) sought: _____



*Please fill in Company name below
and sign on page 5*

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United States Industry Coalition, Inc.

**MUTUAL NON DISCLOSURE / NON CIRCUMVENT/NON COMPETE
AGREEMENT BETWEEN the U.S. Industry Coalition and**

(Company Name)

THIS MUTUAL NON-DISCLOSURE/NON-CIRCUMVENT/NON COMPETE AGREEMENT BETWEEN THE ABOVE MENTIONED ENTITIES IN THIS AGREEMENT, MAY BE REFERRED TO INDIVIDUALLY AS THE "PARTY" OR COLLECTIVELY AS THE "PARTIES"

BACKGROUND

1. Each Party represents that it possesses competitively valuable proprietary and confidential information which is not generally available to the public, and which the Party desires to protect against disclosure or competitive use (the "Proprietary Information").
2. Proprietary Information may include, but is not limited to, tangible or intangible information related to a Party's products, processes, methods, ideas, concepts, discoveries, designs, drawings, specifications, techniques, practices, models, diagrams, source code, object code, software, programs, know-how, technical data, research and development, or business and financial data.
3. The Parties contemplate engaging in business discussions during which it may become necessary to exchange Proprietary information, and desire to establish a mutual understanding concerning the preservation and safeguarding of such information.

In consideration of the foregoing, and in express reliance on the mutual covenants and conditions contained herein, the Parties agree as follows:

1. During the terms of this AGREEMENT, THE PARTIES, to the extent of their right to do so, may exchange information that is considered by the disclosing Party to be Proprietary Information. For such information to be considered Proprietary Information and subject to this Agreement, it shall be identified in writing at the time of the disclosure by an appropriate



legend, marking, stamp, or positive written identification on the face thereof to be

Proprietary Information: In order for any Proprietary information That is exchanged between the Parties orally or visually to be subject to this Agreement, it shall be identified as Proprietary Information to the receiving Party orally at the time of disclosure and in writing within fourteen (14) calendar days after such oral or visual disclosure.

2. Proprietary Information delivered by the disclosing Party to the receiving Party shall be used solely for the purpose of discussions leading to a possible teaming Agreement related to areas of mutual interest (the "Permitted Purpose"). No other use of Proprietary Information is granted without prior written consent of the disclosing Party.
3. This Agreement shall automatically be extended upon the signing date, but may be terminated by either party giving (30) days notice in writing to the other Party of its intention to terminate. Termination shall not, however, affect the rights and obligations of this Agreement with respect to Proprietary Information supplied prior to termination.
4. From the date of its disclosure until (3) years after the date of termination of this Agreement, the receiving Party shall protect the disclosing Party's Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of Proprietary Information as the receiving party uses to protect its own Proprietary Information of like nature. The receiving Party shall further restrict disclosure of such Proprietary Information to those of its directors, officers, employees, agents, and advisors (including attorneys, accountants, and financial advisers) who have a need to know and who have been advised of and agreed to the restrictions on disclosure and use contained in this Agreement. Notwithstanding the period set forth in the first sentence of this section, the Parties may agree in writing to an extended period of protection for certain Proprietary Information.
5. This Agreement imposes no obligation upon a receiving Party with respect to proprietary Information which : (a) was in the receiving Party's possession before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a rightfully possessing third party without a duty of confidentiality; (d) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, and provided that the Party so ordered shall notify the disclosing Party of the underlying proceeding in sufficient time so that the disclosing Party may attempt to obtain a protective order; (e) is disclosed by the



- receiving Party with the disclosing Party's prior written approval in accordance with that written approval ; or (f) is independently developed by the receiving Party without access to Proprietary Information exchanged hereunder as provable by competent evidence.
6. All Proprietary Information is and shall remain the sole and exclusive property of the disclosing Party, and neither Party acquires any license, intellectual property rights, or legal or equitable interest in the other Party's Proprietary Information except for the limited right to make copies as necessary, and in accordance with this Agreement for the Permitted Purpose.
 7. All Proprietary Information is provided "AS IS" and neither Party makes any warranty regarding the accuracy, appropriateness or reliability of such information. The entire risk arising out of the use of the Proprietary Information remains with the receiving Party
 8. The receiving Party shall notify the disclosing Party immediately upon discovery of any unauthorized use or disclosure of Proprietary Information, or any other breach of this Agreement by the receiving Party, and will cooperate with
 9. This Agreement shall not be construed as a sales agreement, teaming agreement, joint venture or other similar arrangement; rather, the Parties expressly agree that this Agreement is solely for the purpose of protecting Proprietary Information.
 10. Neither Party has an obligation to supply Proprietary Information to the other Party; furthermore, neither Party has an obligation under this Agreement to purchase any item or services from the other Party.
 11. Each Party represents that it will comply with all applicable export and import laws and regulations during performance of their Agreement, including but not limited to, the US Arms Export Control Act, as amended (22 U.S.C. §§ 2751-2799), the International Traffic in Arms Regulations, as amended (22 C.F.R Part 120 et seq.). The Export Administration Act, as amended, (50 U.S.C. §§ 2401-2420), and the U.S. Export Administration Regulations, as amended (15 C.F.R. § 730 et seq.). The Parties shall not export, disclose, furnish, or otherwise provide any article, technical data, technology, defense service, or technical assistance of the other Party to any foreign person or entity, whether within the U.S. or abroad, without obtaining, in advance, (a) appropriate U.S. government export authorization, and (b) written approval from the other Party.



12. This agreement shall apply in lieu of and notwithstanding any specific legend or statement associated with any particular information or data exchanged, and the duties of the Parties shall be determined exclusively by terms and conditions of this Agreement.
13. Upon written request of the disclosing Party, the receiving Party shall return all originals, copies, reproductions and summaries of Proprietary Information in the receiving Party's possession or control, or at the disclosing Party's option, destroy and certify such destruction.
14. The Parties agree that, during the term of this agreement and for one (1) year period thereafter, neither Party shall knowingly or actively seek to hire any employees of the other Party. This restriction shall not prohibit either Party from hiring any person as a result of the use of an independent employment agency (so long as the agency was not directed by such Party to solicit such person) or as the result of the use of a general solicitation (such as an advertisement) not specifically directed to employees of the other Party.
15. The receiving Party acknowledges that monetary damages may be an insufficient remedy for damages resulting from the unauthorized disclosure of Proprietary Information and that the disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or other equitable relief as may be deemed appropriate by a court of competent jurisdiction. Nothing herein shall be construed as prohibiting the disclosing Party from pursuing any other available remedy for unauthorized disclosure for breach or threatened breach of this Agreement.
16. The Parties shall perform their respective obligations hereunder without charge to the other, and neither Party shall assign any rights hereunder or disclose the existence of this Agreement publicly without the prior written approval of the other Party.
17. Regardless of its place of negotiation, execution, or performance, this Agreement shall be enforced and interpreted in accordance with the laws of the State of Virginia, without regard to that state's choice of law statutes and provisions. This Agreement shall be binding on the Parties, their successors and assigns.
18. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portion, of this Agreement will not defeat the overall intent of the Parties. In such a situation, the Parties agree, to



the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.

- 19. This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of the Parties. The failure to exercise any right under this Agreement shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any (a) subsequent breach of such term, provision, covenant, or condition or (b) other term, provision, covenant, or condition.

- 20. The "Parties" intending to be legally bound, hereby irrevocably agree, and guarantee each other they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest, or the interest or relationship between the "parties" with products, sellers, buyers, brokers, dealers, distributors, shippers, financial institutions, technology owners, or manufacturers, to change, increase, or avoid directly or indirectly payment of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationship with manufacturers or technology owners with intermediaries, entrepreneurs, legal counsel, or initiate buy/sell relationships, or transactional that by-pass one of the "parties" with any corporation, producer, technology owner, partnership, or individual revealed or introduced by one of the "parties" to one another in connection with any on-going or future "transaction" or "project".

- 21. This Agreement constitutes the entire understanding and agreement of and between the Parties relative to the protection of Proprietary Information relating to the Permitted Purpose and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written.

Agreed:

Principal Representative: _____

Title: _____

Signature

Date

FOR the U.S. Industry Coalition:

Gerson S. Sher, President

Date